

EXHIBIT 1



Notice of Service of Process

null / ALL
Transmittal Number: 29703278
Date Processed: 08/15/2024

Primary Contact: Christine DiDomizio
Jaguar Land Rover North America, LLC
100 Jaguar Land Rover Way
Mahwah, NJ 07495-1100

Electronic copy provided to: Ricardo Tapia
Ramsey Ong
Nadira Kirkland
Patricia Bradley
Agnes Wegiel
Timothy Fleming

Entity: Jaguar Land Rover North America, LLC
Entity ID Number 3279821

Entity Served: Jaguar Land Rover North America, LLC

Title of Action: Sur Transportation Inc. vs. Jaguar Land Rover North America, LLC

Matter Name/ID: Sur Transportation Inc. vs. Jaguar Land Rover North America, LLC (16128495)

Document(s) Type: Summons/Complaint

Nature of Action: Breach of Warranty

Court/Agency: Los Angeles County Superior Court, CA

Case/Reference No: 24NNCV03482

Jurisdiction Served: California

Date Served on CSC: 08/15/2024

Answer or Appearance Due: 30 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: Manookian Law, APLC
818-392-4272

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

Service To: CSC LAWYERS INCORPORATING SERVICE
2710 GATEWAY OAKS DRIVE, SUITE 150N
SACRAMENTO, CA 95833

Party to be Served: JAGUAR LAND ROVER NORTH AMERICA,
LLC, A DELAWARE LIMITED LIABILITY
COMPANY

Case Number: 24NNCV03482

Case Name: SUR TRANSPORTATION, INC. vs JAGUAR LAND
ROVER NORTH AMERICA, LLC, A DELAWARE
LIMITED LIABILITY COMPANY

Service Date: AUGUST 15, 2024

SUMMONS & COMPLAINT

THIS COVER SHEET IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES – IT IS NOT A LEGAL
DOCUMENT AND USING IT AS A LEGAL DOCUMENT IS PROHIBITED

SERVED BY:

SURE SERVE PROCESS SERVERS
SURESERVESAC.COM
1500 W. EL CAMINO AVENUE #319
SACRAMENTO, CA 95833
(P) 916-996-4363 | (F) 916-942-9697

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

JAGUAR LAND ROVER NORTH AMERICA, LLC, a Delaware limited liability company; and DOES 1 through 50 inclusive,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

SUR TRANSPORTATION INC, a California corporation

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/12/2024 12:00 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By N. Le, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): **Pasadena Courthouse**
300 East Walnut St.
Pasadena, CA 91101

CASE NUMBER:
(Número del Caso):

24NNCV03482

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Claude Manookian, Esq. - 500 N. Brand Blvd., Ste. 1125 - Glendale CA 91203 - (818) 392-4272

David W. Slayton, Executive Officer/Clerk of Court

DATE: **08/12/2024**
(Fecha)

Clerk, by
(Secretario)

N. Le

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

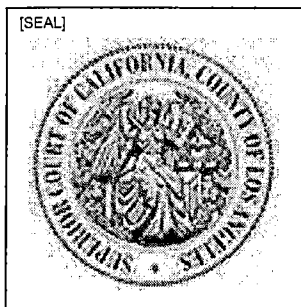
NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **JAGUAR LAND ROVER NORTH AMERICA, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☒ other (specify): **CCP 17701.16 LIMITED LIABILITY COMPANY**

4. ☒ by personal delivery on (date): **AUGUST 15, 2024**



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Claude Manookian, Esq. - (SBN 243261) MANOOKIAN LAW, APLC 500 N. Brand Blvd., Suite 1125 - Glendale, CA 91203 TELEPHONE NO.: 818-392-4272 FAX NO.: 818-484-2192 EMAIL ADDRESS: cmm@manookianlaw.com ATTORNEY FOR (Name): Plaintiff: SUR TRANSPORTATION INC		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 8/12/2024 12:00 AM David W. Slayton, Executive Officer/Clerk of Court, By N. Le, Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 380 East Walnut St. MAILING ADDRESS: CITY AND ZIP CODE: Pasadena 91101 BRANCH NAME: Pasadena Courthouse			
CASE NAME: SUR TRANSPORTATION INC. vs. JAGUAR LAND ROVER NORTH AMERICA, LLC, et al.			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000) </td> <td style="width: 50%; padding: 5px;"> <input type="checkbox"/> Limited (Amount demanded is \$35,000 or less) </td> </tr> </table>			CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000)
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000)	<input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)		

Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 24NNCV03482 JUDGE: DEPT.:
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Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input checked="" type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 2
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: August 11, 2024
- Claude Manookian, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)--Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice--Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach--Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case--Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ--Administrative Mandamus
Writ--Mandamus on Limited Court Case Matter
Writ--Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal--Labor Commissioner
Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE SUR TRANSPORTATION INC. vs. JAGUAR LAND ROVER NORTH AMERICA, LLC, et al.	CASE NUMBER
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE SUR TRANSPORTATION INC. vs. JAGUAR LAND ROVER NORTH AMERICA, LLC, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input checked="" type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8

SHORT TITLE SUR TRANSPORTATION INC. vs. JAGUAR LAND ROVER NORTH AMERICA, LLC, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/ Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
		<input type="checkbox"/> 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE SUR TRANSPORTATION INC. vs. JAGUAR LAND ROVER NORTH AMERICA, LLC, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
		<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> 4307 Other Civil Petition	2, 9

SHORT TITLE SUR TRANSPORTATION INC. vs. JAGUAR LAND ROVER NORTH AMERICA, LLC, et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS: 3485 EAST COLORADO BLVD
CITY: PASADENA	STATE: CA	ZIP CODE: 91107	

Step 5: Certification of Assignment: I certify that this case is properly filed in the North East District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 08/11/2024


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

MANOOKIAN LAW, APLC
Claude Manookian, Esq. (SBN 243261)
500 N. Brand Boulevard, Suite 1125
Glendale, California 91203
Telephone: (818) 392-4272
Facsimile: (818) 484-2192
Email: cmm@manookianlaw.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/12/2024 12:00 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By N. Le, Deputy Clerk

Attorneys for Plaintiff: SUR TRANSPORTATION INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

SUR TRANSPORTATION INC., a
California Corporation;

Plaintiff,

vs.

JAGUAR LAND ROVER NORTH
AMERICA, LLC, a Delaware limited
liability company; and DOES 1 through 50
inclusive,

Defendants.

Case No.: **24NNCV03482**

Assigned to:

Unlimited Civil Case Over \$35,000.00

**COMPLAINT FOR DAMAGES IN
VIOLATION OF SONG-BEVERLY
CONSUMER WARRANTY ACT [Civil
Code § 1790 et seq.]:**

- 1. BREACH OF EXPRESS
WARRANTY OBLIGATIONS
UNDER SONG-BEVERLY;**
- 2. BREACH OF IMPLIED
WARRANTY OBLIGATIONS
UNDER SONG-BEVERLY**

REQUEST FOR JURY TRIAL

COMES NOW PLAINTIFF, SUR TRANSPORTATION INC. (hereinafter
referred to as "SUR") who sets forth the following causes of action against Defendants,
and each of them, and who alleges as follows:

///

///

GENERAL ALLEGATIONS

COMMON TO ALL CAUSES OF ACTION

1
2
3 1. SUR is a corporation duly formed and existing by virtue of the laws of the
4 State of California, with its primary place of business in the in the county of Los Angeles,
5 in the State of California.

6 2. SUR is informed and believes and thereon alleges that Defendant JAGUAR
7 LAND ROVER NORTH AMERICA, LLC (hereinafter referred to as Defendant
8 “JLRNA”) is a limited liability company duly formed and existing by virtue of the laws
9 of the State of Delaware, currently doing business in the County of Los Angeles, in the
10 State of California.

11 3. a) The true names and capacities, whether individual, corporate,
12 associate, or otherwise, of Defendants Doe 1 through 50, inclusive, are unknown to SUR
13 who therefore sues these Defendants by such fictitious names, and SUR will seek leave to
14 amend this complaint to set forth their true names and capacities when she has
15 ascertained them.

16 b) SUR is informed and believes, and thereon alleges, that each of the
17 Defendants designated herein as a “Doe” is responsible in some manner for the events
18 and happenings herein referred to and caused injury and damage to SUR as herein
19 alleged.

20 4. a) SUR is informed and believes, and thereon alleges, that at all times
21 herein mentioned, Defendants and each of them, were the agents, servants, and
22 employees of each of their Co-Defendants.

23 b) SUR is informed and believes, and thereon alleges that in doing the
24 things hereinafter alleged, Defendants, and each of them, were acting in the course and
25 scope of their employment as such agents, servants, and employees, and with the
26 permission, consent, knowledge and ratification of their Co-Defendants, principals and
27 employers.

28 ///

1 5. SUR is informed and believes, and thereon alleges, that on or before July
2 26, 2023, Defendant JLRNA and Does 1 through 50, and each of them, (individually and
3 collectively "Manufacturer"), manufactured and distributed, in the United States and the
4 State of California a consumer good identified as a 2023 Land Rover Range Rover,
5 Vehicle Identification No. SALKPBFUXPA075263, for its eventual sale or lease to
6 retailer buyers or lessees.

7 6. On or about July 26, 2023, SUR purchased the Subject Vehicle primarily
8 for personal, family or household purposes from a retail merchants authorized by
9 manufacturer to do business in the State of California on behalf of Manufacturer, for a
10 total consideration over the term of the contract of \$169,237.20.

11 7. Manufacturer appended to the Subject Vehicle an express written warranty
12 in which it warranted to perform any repairs or replacement of parts necessary to ensure
13 that the Subject Vehicle and the components therein were free from all defects in material
14 and workmanship, and to perform any adjustments necessary to maintain the utility of the
15 Subject Vehicle and the parts, components, and various electrical and mechanical
16 systems contained therein, for at least 5 years or 60,000 miles, from original date of
17 distribution.

18 8. At all times mentioned herein, the Subject Vehicle was and is a motor
19 vehicle" as defined in Song-Beverly, Civil Code § 1793.22(e)(2), in that it was a new
20 motor vehicle with a manufacturer's new car warranty.

21 9. SUR duly performed all the conditions on its part under the contract and
22 under each of the express warranties referenced above, except insofar as the acts and
23 omissions of Defendants, and each of them, as hereinafter alleged, prevented or excused
24 such performances.

25 10. Since purchasing the Subject Vehicle, SUR has delivered the Subject
26 Vehicle for repair to Defendant or its authorized repair facility(s) repeatedly for repair of
27 nonconformity(s) to warranty, including, but not limited to defect(s) which have
28 manifested in: Multiple warnings accompanied by the vehicle not engaging in gear

1 requiring a tow. Said nonconformity(s) have substantially impaired the vehicle's use,
2 value, and/or safety to Plaintiff.

3 11. a) On each occasion on which the Subject Vehicle exhibited defects,
4 non-conformities, misadjustments, or malfunctions, as hereinabove described, SUR
5 notified Manufacturer, through Dealer or one of its authorized service and repair facilities
6 within a reasonable time after SUR's discovery thereof.

7 b) On each occasion of notification, SUR attempted to invoke the
8 applicable warranties, demanding that the authorized repair facilities repair such
9 nonconformities under the warranties.

10 12. a) On each occasion, Defendants, and each of them represented to SUR
11 that they could and would make the Subject Vehicle conform to the applicable
12 warranties, or that they had successfully repaired the Subject Vehicle.

13 b) However, Defendants, and each of them, failed to make the Subject
14 Vehicle conform to the applicable warranties, despite a reasonable number of attempts to
15 do so.

16 13. SUR, pursuant to the Cal. Civil Code made demand upon Defendants to
17 repurchase the Subject Vehicle.

18 14. As of the date of this operative complaint Defendants, and each of them,
19 have been unable or unwilling to make the subject vehicle conform to the applicable
20 warranties, or make restitution pursuant to statute.

21 15. The subject vehicle has been out of service for over thirty (30) days, as
22 such, the Subject Vehicle falls under the presumption provisions of California Civil Code
23 §1793.22 et seq.

24 **FIRST CAUSE OF ACTION**

25 **Breach of Express Warranty Obligations under Song-Beverly Act**

26 16. SUR realleges every paragraph contained in the General Allegations, and
27 incorporates them by this reference as though fully set forth herein.

28 ///

1 17. The actions of Defendants, and each of them, in failing to perform the
2 proper repairs, part replacements, or adjustments to make the Subject Vehicle conform to
3 the applicable express warranties constitutes a breach of the express warranties that
4 Manufacturer provided to SUR, thereby breaching Defendants' obligations under Song-
5 Beverly.

6 18. a) As the result of the actions of Defendants, and each of them, and in
7 accordance with the provisions of Song-Beverly, SUR is entitled to replacement of the
8 Subject Vehicle, or restitution of the amount actually paid or payable under the contract,
9 at SUR's option, plus prejudgment interest thereon at the legal rate.

10 b) SUR will seek leave of the Court to amend this Complaint to set
11 forth the exact amount of restitution and interest, upon election when ascertained.

12 19. a) As a further result of the actions of Defendants, and each of them,
13 and in accordance with Song-Beverly, SUR has sustained and is entitled to incidental
14 damages in an amount yet to be determined, plus interest thereon at the legal rate.

15 b) SUR will seek leave of the Court to amend this Complaint to set
16 forth the exact amount of incidental damages when ascertained.

17 20. a) As a further result of the actions of Defendants, and each of them,
18 and in accordance with Song-Beverly, SUR has sustained and is entitled to consequential
19 damages in an amount yet to be determined, plus interest thereon at the legal rate.

20 b) SUR will seek leave of the Court to amend this Complaint to set
21 forth the exact amount of consequential damages when ascertained.

22 21. a) SUR is informed and believes and thereon alleges that Defendants
23 and each of them, failed to perform the necessary repairs or service in a good and
24 workmanlike manner.

25 b) The action taken by Defendants, and each of them, were insufficient
26 to make the Subject Vehicle conform to the express warranties and proper operational
27 characteristics of like vehicles, all in violation of Defendants' obligations under Song-
28 Beverly.

1 22. Although Defendants, and each of them, were unable to service or repair
2 the Subject Vehicle to conform to the applicable express warranties after a reasonable
3 number of attempts, Defendants failed to replace the Subject Vehicle or make restitution
4 to SUR in accordance with Song-Beverly.

5 23. SUR is informed and believes and thereon alleges that Defendants, and
6 each of them, knew of their obligations under Song-Beverly but intentionally declined to
7 fulfill them.

8 24. SUR is informed and believes and thereon alleges that the failure of
9 Defendants, and each of them, to make the Subject Vehicle conform to the applicable
10 express warranties was willful, justifying an award of a Civil penalty as provided in
11 Song-Beverly in an amount not to exceed two times SUR's actual damages.

12 25. SUR is informed and believes and thereon alleges that the failure of
13 Defendant, and each of them, to replace the Subject Vehicle or make restitution to SUR
14 was willful, justifying an award of a Civil Penalty as provided under Song-Beverly in an
15 amount not to exceed two times SUR's actual damages.

16 26. a) SUR, pursuant to the Cal. Civil Code made demand upon
17 Defendants to repurchase the Subject Vehicle. As of the date of this operative complaint,
18 Defendants, and each of them, were unable or unwilling to make the subject vehicle
19 conform to the applicable warranties, or make restitution pursuant to statute.

20 b) SUR is informed and believes and thereon alleges that Defendants,
21 and each of them, knew of their obligation under Song-Beverly, but nevertheless, despite
22 SUR's demand, failed and refused to make restitution or replacement according to the
23 mandates of Son-Beverly.

24 c) The failure of defendants, and each of them, to refund the
25 consideration paid and payable or to replace the Subject Vehicle with a similar vehicle
26 free from defects justifies an award of a Civil Penalty in an amount not to exceed two
27 times SUR's actual damages, as provided by Song-Beverly.

28 ///

1 27. a) As a direct result of the actions of Defendants, and each of them, and
2 in pursuing SUR's claim, it was necessary for SUR to retain legal counsel.

3 b) Under Song-Beverly, SUR is entitled to the recovery of attorney's
4 fees based upon actual time expended, and to the recovery of all costs and expenses
5 reasonably incurred in pursuing this matter.

6 **SECOND CAUSE OF ACTION**

7 **Breach of Implied Warranty Obligations under Song-Beverly Act**

8 28. SUR realleges every paragraph contained in the General Allegations, and
9 incorporates them herein by reference as though fully set forth at length.

10 29. At the time that SUR took possession of the Subject Vehicle, Defendants,
11 and each of them, impliedly warranted that the Subject Vehicle was merchantable as
12 provided in Song-Beverly.

13 30. The Subject Vehicle was not merchantable, as evidenced by the defects, non-
14 conformities, misadjustments, and malfunctions as hereinabove alleged.

15 31. SUR is informed and believes, and thereon alleges that the defective
16 vehicle systems and components were present at the time of sale of the Subject Vehicle;
17 thus, extending the duration of any implied warranty under *Mexia v. Rinker Boat Co.*,
18 *Inc.* (2009) 174 Cal.App.4th 1297, 1304–1305 and other applicable laws.

19 32. a) As the result of the actions of Defendants, and each of them SUR
20 has sustained damage in the amount actually paid or payable under the contract, plus
21 prejudgment interest thereon at the legal rate.

22 b) SUR will seek leave to amend this Complaint to set forth the exact
23 amount thereof when SUR has ascertained it.

24 33. a) As a further result of the action of Defendants, and each of them,
25 SUR has sustained incidental damages in an amount yet to be determined, plus interest
26 thereon at the legal rate.

27 b) SUR will seek leave to amend this Complaint to set forth the exact
28 amount of incidental damages when SUR has ascertained them.

1 34. a) As a further result of the actions of Defendants, and each of them,
2 SUR has sustained consequential damages in an amount yet to be determined, plus
3 interest thereon at the legal rate.

4 b) SUR will seek leave to amend this Complaint to set forth the exact
5 amount of consequential damages when SUR has ascertained them.

6 35. a) SUR, pursuant to the Cal. Civil Code made demand upon
7 Defendants to repurchase the Subject Vehicle. AS of the date of this operative complaint,
8 Defendants, and each of them, were unable or unwilling to make the subject vehicle
9 conform to the applicable warranties, or make restitution pursuant to statute.

10 b) SUR is informed and believes and thereon alleges that Defendants,
11 and each of them, knew of their obligations under Song-Beverly, but nevertheless,
12 despite SUR's demand, failed and refused to make restitution or replacement according
13 to the mandates of Song-Beverly.

14 c) The failure of Defendants, and each of them, to refund the
15 consideration paid and payable or to replace the Subject Vehicle with a similar vehicle
16 free from defects, justifies an award of a Civil Penalty in an amount not to exceed two
17 times SUR's actual damages, as provided in Song-Beverly.

18 36. a) As a direct result of the actions of Defendants, and each of them, and
19 in pursuing SUR's claim, it was necessary for SUR to retain legal counsel.

20 b) Under Song-Beverly, SUR is entitled to the recovery of attorney's
21 fees based upon actual time expended, and to the recovery of all costs and expenses
22 reasonably incurred in pursuing this matter.

23 **PRAYER**

24 **WHEREFORE**, SUR prays for judgment against Defendants, and each of them,
25 as follows:

- 26 1. For replacement or restitution, at SUR's option as required under Song-
- 27 Beverly, in an amount not less than \$169,237.20;
- 28 2. For incidental damages, according to proof;

3. For consequential damages, according to proof;
4. For prejudgment interest at the legal rate;
5. For a civil penalty as provided in Song-Beverly, in an amount not to exceed two times the amount of SUR's actual damages;
6. For attorney's fees based upon actual time expended, according to proof;
7. For all costs and expenses of suit incurred; and,
8. For such other and further relief as this Court may deem just and proper.

Dated: August 11, 2024

MANOOKIAN LAW, APLC



Claude Manookian, Esq.
Attorneys for Plaintiff

SUR TRANSPORTATION INC.

<p align="center">SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</p>	<p align="center">Reserved for Clerk's File Stamp</p> <p align="center">FILED Superior Court of California County of Los Angeles 08/12/2024 David W. Slayton, Executive Officer / Clerk of Court By: <u>N. Le</u> Deputy</p>
<p>COURTHOUSE ADDRESS: Burbank Courthouse 300 East Olive Avenue, Rm 225, Burbank, CA 91502</p>	
<p align="center">NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE</p>	
<p>Your case is assigned for all purposes to the judicial officer indicated below.</p>	<p>CASE NUMBER: 24NNCV03482</p>

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE		DEPT	ROOM	ASSIGNED JUDGE		DEPT	ROOM
✓	John J. Kralik	B					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**

on 08/12/2024
(Date)

By N. Le, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Burbank Courthouse 300 East Olive Avenue, Rm 225, Burbank, CA 91502		FILED Superior Court of California County of Los Angeles 08/12/2024
PLAINTIFF: SUR TRANSPORTATION INC, a California corporation	David W. Slayton, Executive Officer / Clerk of Court	
DEFENDANT: JAGUAR LAND ROVER NORTH AMERICA, LLC, a Delaware limit	By: <u>D. Quispe</u> Deputy	
NOTICE OF CASE MANAGEMENT CONFERENCE		CASE NUMBER: 24NNCV03482

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date: 01/13/2025	Time: 8:30 AM	Dept.: B
------------------	---------------	----------

NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions, pursuant to LASC Local Rule 3.37, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code section 68608, subdivision (b), and California Rules of Court, rule 2.2 et seq.

Dated: 08/12/2024**John J. Kralik**

Judicial Officer

CERTIFICATE OF SERVICE John J. Kralik / Judge

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

☒ by depositing in the United States mail at the courthouse in Burbank, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

☐ by personally giving the party notice upon filing of the complaint.

Claude M Manookian
500 N Brand Blvd Ste 1125
Glendale, CA 91203

David W. Slayton, Executive Officer / Clerk of Court

Dated: 08/12/2024By D. Quispe

Deputy Clerk



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org
(833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.

- b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.
<https://dca.lacounty.gov/countywidedrp/>

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. <https://my.lacourt.org/odr/>

- c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <https://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <https://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <https://www.lacourt.org/division/civil/CI0109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>